

<i>SERFF Tracking Number:</i>	<i>GARD-126379162</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>The Guardian Life Insurance Company of America</i>	<i>State Tracking Number:</i>	<i>44032</i>
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>H11G Group Health - Disability Income</i>	<i>Sub-TOI:</i>	<i>H11G.005 Combined Short Term and Long Term</i>
<i>Product Name:</i>	<i>8531-015AR</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Filing at a Glance

Company: The Guardian Life Insurance Company of America

Product Name: 8531-015AR

SERFF Tr Num: GARD-126379162 State: Arkansas

TOI: H11G Group Health - Disability Income

SERFF Status: Closed-Approved-
Closed State Tr Num: 44032

Sub-TOI: H11G.005 Combined Short Term and Co Tr Num:
Long Term

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Rosalind Minor

Authors: Diane Pappas, Migdalia
Rosado

Disposition Date: 11/16/2009

Date Submitted: 11/11/2009

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile:

Project Number:

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small and Large

Overall Rate Impact:

Group Market Type: Employer

Filing Status Changed: 11/16/2009

Explanation for Other Group Market Type:

State Status Changed: 11/16/2009

Deemer Date:

Created By: Migdalia Rosado

Submitted By: Diane Pappas

Corresponding Filing Tracking Number:

Filing Description:

Honorable Insurance Commissioner

Arkansas Insurance Department

1200 W. 3rd Street

Little Rock, Arkansas 72201-1904

Att: Life and Health

SERFF Tracking Number: GARD-126379162 State: Arkansas
Filing Company: The Guardian Life Insurance Company of America State Tracking Number: 44032
Company Tracking Number:
TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term
Product Name: 8531-015AR
Project Name/Number: /

Re: Variable Explanation for Group Accident and Health Policy and Certificate Insert Forms GP-1-STD08-1.0 and CGP-3-STD08-1.0; GP-1-STD07-4.1 and CGP-3-STD07-4.1; GP-1-LTD07-4.1 and CGP-3-LTD07-4.1; GP-1-LTD07-6.0 and CGP-3-LTD07-6.0

Dear Sir/Madam:

The above captioned forms were approved by your Department under the filing submission noted below:

SERFF No.: GARD-126299119
State Tracking No.: 43467
Approved 09/23/2009:

GP-1-STD08-1.0 and CGP-3-STD08-1.0
GP-1-STD07-4.1 and CGP-3-STD07-4.1
GP-1-LTD07-4.1 and CGP-3-LTD07-4.1
GP-1-LTD07-6.0 and CGP-3-LTD07-6.0

We are writing to request approval from your Department of a change in the variability of approved forms GP-1-STD08-1.0 and CGP-3-STD08-1.0, i.e. the ability to issue these forms without the Waiver of Premium provision. Enclosed are copies of these forms with the Waiver of Premium bracketed and a variable memorandum that includes an explanation for the additional variable, variable #16.

A filing fee for the appropriate amount will be sent to your Department EFT.

Also, we are submitting for Department approval two clarifications or changes in the variability of the remaining captioned forms.

With respect to the STD07-4.1 and LTD07-4.1 forms, the enclosed variable memorandums were revised to clarify that more than one redetermination date may apply, variable #1. Enclosed are copies of the approved forms for your reference.

With respect to the LTD07-6.0 forms, the enclosed variable memorandum was revised to clarify that any or all of the listed conditions may be removed, variable #9. Enclosed are copies of the approved forms for your reference.

Sincerely,

<i>SERFF Tracking Number:</i>	<i>GARD-126379162</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>The Guardian Life Insurance Company of America</i>	<i>State Tracking Number:</i>	<i>44032</i>
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<i>TOI:</i>	<i>H11G Group Health - Disability Income</i>	<i>Sub-TOI:</i>	<i>H11G.005 Combined Short Term and Long Term</i>
<i>Product Name:</i>	<i>8531-015AR</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Teresa Machmer
 Contract Analyst
 Group Contracts and Regulatory Affairs
 PH-212-598-8778
 Fax-212-919-3339
 Email:Teresa_Machmer@glic.com

Company and Contact

Filing Contact Information

Migdalia Rosado, Complaint/Compliance Coordinator	Migdalia_Rosado@glic.com
7 Hanover Square	212-598-8862 [Phone]
New York, NY 10004	212-919-3339 [FAX]

Filing Company Information

The Guardian Life Insurance Company of America	CoCode: 64246	State of Domicile: New York
7 Hanover Square	Group Code: 429	Company Type: Life
New York, NY 10004	Group Name:	State ID Number:
(212) 598-8704 ext. [Phone]	FEIN Number: 13-5123390	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$40.00
Retaliatory?	No
Fee Explanation:	
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Guardian Life Insurance Company of America	\$40.00	11/11/2009	31965168

SERFF Tracking Number: GARD-126379162 State: Arkansas
Filing Company: The Guardian Life Insurance Company of America State Tracking Number: 44032
Company Tracking Number:
TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term
Product Name: 8531-015AR
Project Name/Number: /

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	11/16/2009	11/16/2009

SERFF Tracking Number:	GARD-126379162	State:	Arkansas
Filing Company:	The Guardian Life Insurance Company of America	State Tracking Number:	44032
Company Tracking Number:			
TOI:	H11G Group Health - Disability Income	Sub-TOI:	H11G.005 Combined Short Term and Long Term
Product Name:	8531-015AR		
Project Name/Number:	/		

Disposition

Disposition Date: 11/16/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: GARD-126379162 State: Arkansas

Filing Company: The Guardian Life Insurance Company of America State Tracking Number: 44032

Company Tracking Number:

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

Product Name: 8531-015AR

Project Name/Number: /

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Previously Approved Forms	Approved-Closed	Yes
Supporting Document	Variable Memos	Approved-Closed	Yes
Supporting Document	Arkansas General Filing Form	Approved-Closed	Yes

SERFF Tracking Number: GARD-126379162 State: Arkansas
Filing Company: The Guardian Life Insurance Company of America State Tracking Number: 44032
Company Tracking Number:
TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term
Product Name: 8531-015AR
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Supporting Document Schedules

	Item Status:	Status Date:
Bypassed - Item: Flesch Certification	Approved-Closed	11/16/2009
Bypass Reason: N/A		
Comments:		

	Item Status:	Status Date:
Bypassed - Item: Application	Approved-Closed	11/16/2009
Bypass Reason: N/A		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Previously Approved Forms	Approved-Closed	11/16/2009
Comments:		
Attachments:		
GP-1-STD08-1.0.pdf		
CGP-3-STD08-1.0.pdf		
GP-1-STD07-4.1.pdf		
CGP-3-STD07-4.1.pdf		
GP-1-LTD07-4.1.pdf		
CGP-3-LTD07-4.1.pdf		
GP-1-LTD07-6.0.pdf		
CGP-3-LTD07-6.0.pdf		

	Item Status:	Status Date:
Satisfied - Item: Variable Memos	Approved-Closed	11/16/2009
Comments:		
Attachments:		
Var Memo STD08-1.0.pdf		

SERFF Tracking Number: GARD-126379162 State: Arkansas
Filing Company: The Guardian Life Insurance Company of State Tracking Number: 44032
America
Company Tracking Number:
TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term
Product Name: 8531-015AR
Project Name/Number: /
Var Memo STD07-4.1.pdf
Var Memo LTD07-4.1.pdf
Var Memo LTD07-6.0.pdf

	Item Status:	Status
Satisfied - Item: Arkansas General Filing Form	Approved-Closed	11/16/2009
Comments:		
Attachment:		
AR_GenFilForm8531.pdf		

Short Term Disability Income Insurance

This insurance replaces part of a covered person's income if he or she becomes *disabled* due to a covered *sickness* or *injury*. What we pay is governed by all the terms of this *plan*.

All terms in italics are defined terms with special meanings. See the definitions section of this *plan*. Other terms with special meanings are defined where they are used.

Benefit Provisions

How Payments Start: To start getting payments from this *plan*, a covered person must meet all of the conditions listed below.

- (a) he or she must: (i) become *disabled* while insured by this *plan*; and (ii) remain *disabled* and insured for this *plan's elimination period*.
- (b) he or she must provide proof of loss, as described in this *plan's* Claim Provisions section.

Benefits accrue as of the first day following the end of the *elimination period*, subject to all *plan* terms.

1 A covered person can satisfy the *elimination period* while working, provided he or she is *disabled* as defined by this *plan*.

2 A covered person may not satisfy this *plan's elimination period* while working.

3 If a covered person performs any work for wage or profit, he or she will not be eligible for benefits under this *plan*.

16 **Waiver of Premium:** We waive a covered person's premiums for this insurance while he or she is entitled to receive a *weekly benefit* payment from this *plan*.

When Payments End: A covered person's benefits from this *plan* will end on the earliest of the dates shown below:

- (a) The date he or she is no longer *disabled*.
- (b) The date he or she fails to provide proof of loss as required by this *plan*.

4

5 (c) The date he or she earns, or is able to earn, the maximum earnings allowed while *disabled* under this *plan*.

6 (d) The date he or she is able to work in his or her ⁷**[own occupation]** ⁸**[own job]** on a *part-time* basis but chooses not to.

9 (e) The date he or she is able to perform the major duties of his or her ⁸**[own job or]** ⁷**[own occupation]** on a full-time basis with *reasonable accommodation*.

(f) The date he or she has been outside the United States ¹⁰**[and/or Canada]** for more than ¹¹**[2 months]** in a ¹²**[12 month]** period.

(g) The date he or she dies.

13 (h) The date he or she receives or is eligible to receive unemployment compensation benefits.

(i) The end of the *maximum payment period*.

(j) The date no further benefits are payable under any provision in this *plan* that limits the *maximum payment period*.

(k)
(l)
(m)

The date he or she is no longer receiving *regular and appropriate care* from a *doctor*.

The date payments end in accord with a *rehabilitation agreement*.

The date he or she refuses to take part in a *rehabilitation program*.

14

15

SHORT TERM DISABILITY INCOME INSURANCE

This insurance replaces part of your income if you become *disabled* due to a covered *sickness* or *injury*. What we pay is governed by all the terms of this *plan*.

All terms in italics are defined terms with special meanings. See the definitions section of this *plan*. Other terms with special meanings are defined where they are used.

Benefit Provisions

How Payments Start To start getting payments from this *plan*, you must meet all of the conditions listed below:

- (a) You must: (i) become *disabled* while insured by this *plan*; and (ii) remain *disabled* and insured for this *plan's elimination period*.
- (b) You must provide proof of loss, as described in this *plan's* Claim Provisions section.

Benefits accrue as of the first day following the end of the *elimination period*, subject to all *plan* terms.

¹	You can satisfy the <i>elimination period</i> while working, provided you are <i>disabled</i> as defined by this <i>plan</i> .
²	You may not satisfy this <i>plan's elimination period</i> while working.
³	If you perform any work for wage or profit, you will not be eligible for benefits under this <i>plan</i> .

16

Waiver of Premium	We waive your premiums for this insurance while you are entitled to receive a <i>weekly benefit</i> payment from this <i>plan</i> .
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When Payments End Your benefits from this *plan* will end on the earliest of the dates shown below:

- (a) The date you are no longer *disabled*.
- (b) The date you fail to provide proof of loss as required by this *plan*.

⁴

⁵	(c)	The date you earn, or are able to earn, the maximum earnings allowed while <i>disabled</i> under this <i>plan</i> .
⁶	(d)	The date you are able to work in your ⁷ [own occupation] ⁸ [own job] on a <i>part-time</i> basis but choose not to.
⁹	(e)	The date you are able to perform the major duties of your ⁸ [own job or] ⁷ [own occupation] on a full-time basis with <i>reasonable accommodation</i> .
	(f)	The date you have been outside the United States ¹⁰ [and/or Canada] for more than ¹¹ [2 months] in a ¹² [12 month] period.
	(g)	The date he or she dies.

13	(h)	The date you receive or are eligible to receive unemployment compensation benefits.
	(i)	The end of the <i>maximum payment period</i> .
	(j)	The date no further benefits are payable under any provision in this <i>plan</i> that limits the <i>maximum payment period</i> .
	(k)	The date you are no longer receiving <i>regular and appropriate care</i> from a <i>doctor</i> .
14	(l)	The date payments end in accord with a <i>rehabilitation agreement</i> .
15	(m)	The date you refuse to take part in a <i>rehabilitation program</i> .

Redetermination: This *plan* redetermines *insured earnings* for each covered person on ¹[January 1]
²[the date a change in a covered person's *insured earnings* occurs] . ¹[Each January 1, the *plan*
sponsor must report current *insured earnings* for all covered persons under the *plan*.] ²[The *plan*
sponsor must report updates to all covered persons' *insured earnings* as they occur.] Changes to a
covered person's *insured earnings* are subject to any proof of insurability requirements of this *plan*. As of
this *plan*'s redetermination date, we use a covered person's *insured earnings* on record with us to: (a) set
rates; (b) project benefit amounts and limits; and (c) calculate premium payable under this *plan*.
However, the covered person must be *actively-at-work* on a full-time basis on that date. If he or she is
not, we do not do this until the date he or she returns to *active work* on a full-time basis. But, changes in
earnings will not apply to a *recurring disability*.

Redetermination This *plan* redetermines *insured earnings* for each covered person on ¹[January 1] ²[the date a change in a covered person's *insured earnings* occurs] .
¹[Each January 1, the *plan sponsor* must report current *insured earnings* for all covered persons under the *plan*.] ²[The *plan sponsor* must report updates to all covered persons' *insured earnings* as they occur.] Changes to a covered person's *insured earnings* are subject to any proof of insurability requirements of this *plan*. As of this *plan*'s redetermination date, we use a covered person's *insured earnings* on record with us to: (a) set rates; (b) project benefit amounts and limits; and (c) calculate premium payable under this *plan*. However, the covered person must be *actively-at-work* on a full-time basis on that date. If he or she is not, we do not do this until the date he or she returns to *active work* on a full-time basis. But, changes in earnings will not apply to a *recurring disability*.

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¹[Each January 1, the *plan sponsor* must report current *insured earnings* for all covered persons under the *plan*.] ²[The *plan sponsor* must report updates to all covered persons' *insured earnings* as they occur.] Changes to a covered person's *insured earnings* are subject to any proof of insurability requirements of this *plan*. As of this *plan's* redetermination date, we use a covered person's *insured earnings* on record with us to: (a) set rates; (b) project benefit amounts and limits; and (c) calculate premium payable under this *plan*. However, the covered person must be *actively-at-work* on a full-time basis on that date. If he or she is not, we do not do this until the date he or she returns to *active work* on a full-time basis. But, changes in earnings will not apply to a *recurring disability*.

Limitations and Exclusions

Disabilities with a Limited Maximum Payment Period: We limit the *maximum payment period*, if the covered person is *disabled* due to: (a) a *mental illness*; (b) drug or alcohol abuse; or (c) a specific condition listed below. However, if the covered person has a coexistent condition, not subject to the limitations in this section, which is *disabling* in and of itself, we will not limit benefits as described below.

3 The *maximum payment period* for all periods of *disability* due to: (a) a *mental illness*; (b) drug or alcohol abuse; or (c) a specific condition listed below; is ¹ [24 months] . This is a combined maximum for all such conditions and all periods of *disability*. ² [However, if: (a) this *plan* replaced another long term disability plan the *plan sponsor* had with another insurer; (b) the prior plan limited the maximum payment period for disabilities due to specific conditions; and (c) the covered person received benefit payments under the prior plan for such a disability; the *maximum payment period* is limited to the lesser of ¹ [24 months] or the remaining number of months of benefit payments the covered person would have been entitled to had the prior plan remained in force.]

4 The *maximum payment period* for each period of *disability* due to *mental illness*, drug or alcohol abuse, or a specific named condition is ¹ [24 months] . ² [However, if: (a) this *plan* replaced another long term disability plan the *plan sponsor* had with another insurer; (b) the prior plan limited the maximum payment period for disabilities due to specific conditions; and (c) the covered person received benefit payments under the prior plan for such a disability; the *maximum payment period* is limited to the lesser of ¹ [24 months] or the remaining number of months of benefit payments the covered person would have been entitled to had the prior plan remained in force.]

The specific conditions subject to a limited *maximum payment period* include the following:

- 5
- Musculoskeletal and connective tissue disorders including, but not limited to:
 - Sprains or strains of joints and muscles
 - Soft tissue conditions
 - Repetitive motion syndromes or injuries
 - Fibromyalgia
 - Chronic fatigue conditions including, but not limited to:
 - Chronic fatigue syndrome
 - Chronic fatigue immunodeficiency syndrome
 - Epstein-barr syndrome
 - Chemical and environmental sensitivities
 - Headache
 - Chronic pain, Myofascial pain
 - Gastro-esophageal reflux disorder
 - Irritable bowel syndrome
 - Vestibular dysfunction, vertigo, dizziness

This limitation will not apply to disabilities caused or contributed to by the following conditions:

- Arthritis

- Ruptured intervertebral discs
- Spinal fractures
- Osteopathies
- Spinal tumors, malignancy or vascular malformations
- Radiculopathies, documented by EMG
- Spondylolisthesis, Grade II or higher
- Myelopathies
- Demyelinating diseases
- Traumatic spinal cord necrosis

6 No benefits will be paid for *disability* due to a *mental illness* or drug or alcohol abuse if the covered person is not receiving treatment for the cause of the *disability* from a provider, or in a facility that is: (a) licensed by the state to provide treatment for such condition; and (b) accredited or approved by the Joint Commission on the Accreditation of Health Care Facilities or Medicare.

If payments under this *plan* would end due to the limits in this section, we may extend such payments, as shown below. But, the covered person must meet all of the following conditions: (a) he or she must be *disabled* due to a condition named above; (b) he or she must be an inpatient in a qualified institution because of his or her *disability*; and (c) he or she must have been treated as an inpatient for at least ⁷ **14 days** in a row. In such case, we extend payments until the earliest of: (i) ⁸ **90 days** from the date of his or her discharge; (ii) the end of this *plan's maximum payment period*; or (iii) the date his or her *disability* ends.

The term "qualified institution" means a legally operated hospital or other public or private facility licensed to provide inpatient medical care and treatment for the cause of the covered person's *disability*.

Limitations and Exclusions

9

Disabilities with a Limited Maximum Payment Period	<p>We limit the <i>maximum payment period</i>, if you are <i>disabled</i> due to: (a) a <i>mental illness</i>; (b) drug or alcohol abuse; or (c) a specific condition listed below. However, if you have a coexistent condition, not subject to the limitations in this section, which is <i>disabling</i> in and of itself, we will not limit benefits as described below.</p>
3	<p>The <i>maximum payment period</i> for all periods of <i>disability</i> due to: (a) a <i>mental illness</i>; (b) drug or alcohol abuse; or (c) a specific condition listed below; is ¹[24 months]. This is a combined maximum for all such conditions and all periods of <i>disability</i>. ²[However, if: (a) this <i>plan</i> replaced another long term disability plan the <i>plan sponsor</i> had with another insurer; (b) the prior plan limited the maximum payment period for disabilities due to specific conditions; and (c) you received benefit payments under the prior plan for such a disability; the <i>maximum payment period</i> is limited to the lesser of ¹[24 months] or the remaining number of months of benefit payments you would have been entitled to had the prior plan remained in force.]</p>
4	<p>The <i>maximum payment period</i> for each period of <i>disability</i> due to <i>mental illness</i>, drug or alcohol abuse, or a specific named condition is ¹[24 months]. ²[However, if: (a) this <i>plan</i> replaced another long term disability plan the <i>plan sponsor</i> had with another insurer; (b) the prior plan limited the maximum payment period for disabilities due to specific conditions; and (c) you received benefit payments under the prior plan for such a disability; the <i>maximum payment period</i> is limited to the lesser of ¹[24 months] or the remaining number of months of benefit payments you would have been entitled to had the prior plan remained in force.]</p>
5	<p>The specific conditions subject to a limited <i>maximum payment period</i> include the following:</p> <ul style="list-style-type: none"> • Musculoskeletal and connective tissue disorders including, but not limited to: <ul style="list-style-type: none"> • Sprains or strains of joints and muscles • Soft tissue conditions • Repetitive motion syndromes or injuries • Fibromyalgia • Chronic fatigue conditions including, but not limited to: <ul style="list-style-type: none"> • Chronic fatigue syndrome • Chronic fatigue immunodeficiency syndrome • Epstein-barr syndrome • Chemical and environmental sensitivities

- 5
- Headache
 - Chronic pain, Myofascial pain
 - Gastro-esophageal reflux disorder
 - Irritable bowel syndrome
 - Vestibular dysfunction, vertigo, dizziness

This limitation will not apply to disabilities caused or contributed to by the following conditions:

- Arthritis
- Ruptured intervertebral discs
- Spinal fractures
- Osteopathies
- Spinal tumors, malignancy or vascular malformations
- Radiculopathies, documented by EMG
- Spondylolisthesis, Grade II or higher
- Myelopathies
- Demyelinating diseases
- Traumatic spinal cord necrosis

- 6 No benefits will be paid for *disability* due to a *mental illness* or drug or alcohol abuse if you are not receiving treatment for the cause of the *disability* from a provider, or in a facility that is: (a) licensed by the state to provide treatment for such condition; and (b) accredited or approved by the Joint Commission on the Accreditation of Health Care Facilities or Medicare.

If payments under this *plan* would end due to the limits in this section, we may extend such payments, as shown below. But, you must meet all of the following conditions: (a) you must be *disabled* due to a condition named above; (b) you must be an inpatient in a qualified institution because of your *disability*; and (c) you must have been treated as an inpatient for at least ⁷ [14 days] in a row. In such case, we extend payments until the earliest of: (i) ⁸ [90 days] from the date of your discharge; (ii) the end of this *plan's maximum payment period*; or (iii) the date your *disability* ends.

The term "qualified institution" means a legally operated hospital or other public or private facility licensed to provide inpatient medical care and treatment for the cause of your *disability*.

Variable Memorandum

GP-1-STD08-1.0 and CGP-3-STD08-1.0

1. This language will be included on plans that permit the covered person to work while satisfying the elimination period.
2. This language will be included on plans that do not permit the covered person to work while satisfying the elimination period.
3. This language will be included on plans that do not permit a covered person to work and receive benefits under this plan.
4. The item designations may change.
5. This language will be deleted on plans in which the definition of disability requires the covered person to meet only one of two tests for payment of benefits.
6. This language may be deleted based on underwriting rules and specific planholder request.
7. This language will be included on plans that include a definition of disability which requires the covered person to be unable to perform the duties of his or her own occupation with the employer.
8. This language will be included on plans that include a definition of disability which requires the covered person to be unable to perform the duties of his or her own job with the employer.
9. This language will be deleted on plans in which the definition of disability requires the covered person to meet only one of two tests for payment of benefits.
10. This language will be included based on underwriting guidelines and specific planholder request.
11. We reserve the right to use another value based on underwriting guidelines, planholder requests, or statutory requirements. We will never use a value that is less favorable to the insured than is allowed by law.
12. We reserve the right to use another value based on underwriting guidelines, planholder requests, or statutory requirements. We will never use a value that is less favorable to the insured than is allowed by law.
13. This language will be included based on underwriting guidelines and specific planholder request.
14. This language will be included based on underwriting rules and specific planholder request, when the plan includes a rehabilitation benefit.
15. This language will be included based on our underwriting rules and specific planholder request when the covered person is required to participate in a rehabilitation program in order to continue to receive benefits under the plan.
16. This language will be included based on underwriting guidelines and specific planholder request.

Variable Memorandum

GP-1-STD07-4.1 and CGP-3-STD07-4.1

1. Either this language will be included (redetermination date at set time) or the language in variable #2, based on underwriting guidelines or specific planholder request. The actual date may vary and more than one redetermination date may apply.
2. Either this language will be included (immediate redetermination) or the language in variable #1, based on underwriting guidelines or specific planholder request.

Variable Memorandum

GP-1-LTD07-4.1 and CGP-3-LTD07-4.1

1. Either this language will be included (redetermination date at set time) or the language in variable #2, based on underwriting guidelines or specific planholder request. The actual date may vary and more than one redetermination date may apply.
2. Either this language will be included (immediate redetermination) or the language in variable #1, based on underwriting guidelines or specific planholder request.

Variable Memorandum

GP-1-LTD07-6.0 and CGP-3-LTD07-6.0

1. We reserve the right to use another value based on underwriting guidelines, planholder requests, or statutory requirements. We will never use a value that is less favorable to the insured than is allowed by law.
2. This language will be included based on our underwriting rules and specific planholder request.
3. On all plans that limit the maximum payment period for certain disabilities, either this language will be included or the language in variable #4.
4. On all plans that limit the maximum payment period for certain disabilities, either this language will be included or the language in variable #3.
5. Any condition in this list may be deleted so that the maximum payment period is not limited. This will be done according to our underwriting rules, specific planholder request, and state requirements.
6. This language will be included based on our underwriting rules and specific planholder request.
7. We reserve the right to use another value based on underwriting guidelines, planholder requests, or statutory requirements. We will never use a value that is less favorable to the insured than is allowed by law.
8. We reserve the right to use another value based on underwriting guidelines, planholder requests, or statutory requirements. We will never use a value that is less favorable to the insured than is allowed by law.
9. At specific planholder request, we may treat any or all of the listed conditions as a sickness under the regular plan of benefits. When we do so, reference to the specific condition or category of conditions will be deleted from this provision. When all of these conditions are treated as a sickness under the regular plan of benefits, this provision will be deleted.



ARKANSAS
INSURANCE
DEPARTMENT

400 University Tower Building
1123 South University Ave.
Little Rock Arkansas 72204

501-686-2900

Lee Douglass
Insurance Commissioner

ATTN: LIFE & HEALTH DIVISION, ARKANSAS INSURANCE DEPARTMENT

Company Name: **The Guardian Life Insurance Company of America**
Company NAIC Code: **64246**
Company Contact Person & Telephone # **Teresa Machmer** **(212) 598-8778**
Form Number(s): **GP-1-STD08-1.0 and CGP-3-STD08-1.0**

* INSURANCE DEPARTMENT USE ONLY *

* *

* ANALYST: _____ AMOUNT: _____ ROUTE SLIP: _____ *

ALL FEES ARE PER EACH INSURER, PER ANNUAL STATEMENT LINE OF BUSINESS,
UNLESS OTHERWISE INDICATED.

FEE SCHEDULE FOR ADMITTED INSURERS

RATE/FORM FILINGS

Life and/or Disability policy form filing
and review, per each policy, contract, annuity
form, per each insurer, per each filing.

* _____ x \$50 = _____

**Retaliatory _____

Life and/or Disability - Filing and review of
each rate filing or loss ratio guarantee filing,
per each insurer.

* _____ x \$50 = _____

**Retaliatory _____

Life and/or Disability Policy, Contract or
Annuity Forms: Filing and review of each
certificate, rider, endorsement or application
if each is filed separately from the basic form.

* _____ x \$20 = _____

**Retaliatory _____

Policy and contract forms, all lines, filing
corrections in previously filed policy and contract
forms.

* 2 x \$20 = 40

**Retaliatory _____

Life and/or Disability: Filing and review of
Insurer's advertisements, per advertisement, per
each insurer.

* _____ x \$25 = _____

**Retaliatory _____

AMEND CERTIFICATE OF AUTHORITY

Review and processing of information to amend an
Insurer's Certificate of Authority.

* _____ x \$400 = _____

Filing to amend Certificate of Authority.

*** _____ x \$100 = _____

***THESE FEES ARE PAYABLE UNDER THE NEW FEE SCHEDULE AS OUTLINED UNDER RULE
AND REGULATION 57.**

****THESE FEES ARE PAYABLE UNDER THE OLD FEE SCHEDULE AS OUTLINED UNDER ARK.
CODE ANN. 23-63-102, RETALIATORY TAX.**

*****THESE FEES ARE PAYABLE AS REQUIRED IN ARK. ANN. §23-61-401.**